



Commonwealth of Virginia
Virginia Information Technologies Agency

VIRTUAL TEXTBOOK MARKETPLACE & RESOURCE CENTER

Date: July 18, 2014

Contract #: VA-140626-COPA

Authorized Users: All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the *Internal Revenue Code*.

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Term: June 26, 2014 – June 25, 2017

Payment: Net 30 days

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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase products or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita2.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



Virtual Textbook Marketplace and Resource Center E-Commerce Service Provider Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Copia Interactive, LLC

**VIRTUAL TEXTBOOK MARKETPLACE AND RESOURCE CENTER
E-COMMERCE SERVICE PROVIDER CONTRACT
TABLE OF CONTENTS**

1. PURPOSE	5
2. DEFINITIONS	5
A. Acceptance	5
B. Agent	5
C. Application	5
D. Application Users	5
E. Authorized Users	5
F. Business Day/Hour	5
G. Computer Virus	5
H. Confidential Information	6
I. Content	6
J. Documentation	6
K. Electronic Self-Help	6
L. Licensed Services	6
M. Party	6
N. Requirements	6
O. Supplier	6
P. Supplier Product	6
Q. Update	6
R. Web Site	7
3. TERM AND TERMINATION	7
A. Contract Term	7
B. Scalability	7
C. Termination for Convenience	7
D. Termination for Breach or Default	7
E. Termination for Non-Appropriation of Funds	8
F. Termination by Supplier	8
G. Effect of Termination	8
H. Contract Kick-Off Meeting	8
I. Contract Closeout	8
4. DESCRIPTION OF LICENSED SERVICES	9
5. SUPPLIER RESPONSIBILITIES	9
A. Standard Application Responsibilities	9
B. Ancillary Responsibilities	10
C. Subcontractors	11
6. AUTHORIZED USER RESPONSIBILITIES	11
7. CONTENT PRIVACY AND SECURITY	11
8. PROPRIETARY RIGHTS	13
A. Supplier's Proprietary Rights	13
B. Authorized User Requirements and License Restrictions	13
9. TRANSITION ASSISTANCE	14
10. COMMENCEMENT AND ACCEPTANCE OF LICENSED SERVICES	15
A. Licensed Services Commencement Date	15
B. Acceptance	15
C. Cure Period	15
11. RECORDS AND AUDIT	15
12. APPLICATION AND LICENSED SERVICES SUPPORT	16

A. Coverage	16
B. Service Levels	16
C. Application Evolution	17
13. SERVICE LEVELS AND REMEDIES	17
A. Availability	17
B. Provisioning	17
C. Reporting	17
D. Failure to Meet Service Level Commitments	18
E. Escalation Procedures	18
14. GENERAL WARRANTY	18
A. Ownership	18
B. Licensed Services, Application, and Documentation	18
C. Malicious Code	19
D. Privacy and Security	19
E. Operating System and Software Supportability	19
F. Access to Product and Passwords	19
G. Credit Card or PayPal Transaction Processing	19
H. Open Source	19
I. Supplier's Viability	19
J. Supplier's Past Experience	20
15. TRAINING AND DOCUMENTATION	20
16. FEES, ORDERING AND PAYMENT PROCEDURE	20
A. Fees and Charges	20
B. Application Demonstration	21
C. Purchase Order (Order)	21
D. Ordering	21
E. Invoice Procedures	21
F. Purchase Payment Terms	22
17. REPORTING	22
18. COMPETITIVE PRICING	22
19. CONFIDENTIALITY	23
A. Treatment and Protection	23
B. Exclusions	23
C. Return or Destruction	23
20. INDEMNIFICATION AND LIABILITY	23
A. Indemnification	23
B. Liability	24
21. INSURANCE	25
22. SECURITY COMPLIANCE	25
23. IMPORT/EXPORT	25
24. ACCEPTABLE USE POLICY (IF APPLICABLE)	26
25. BANKRUPTCY	26
26. GENERAL PROVISIONS	26
A. Relationship Between VITA and Authorized User and Supplier	26
B. Incorporated Contractual Provisions	27
C. Compliance with the Federal Lobbying Act	27
D. Governing Law	27
E. Dispute Resolution	27
F. Advertising and Use of Proprietary Marks	28
G. Notices	28
H. No Waiver	28
I. Assignment	28
J. Captions	28
K. Severability	28

L. Survival	28
M. Force Majeure	29
N. Remedies	29
O. Right to Audit	29
P. Contract Administration	29
Q. Entire Contract	29

VIRTUAL TEXTBOOK MARKETPLACE AND RESOURCE CENTER E-COMMERCE SERVICE PROVIDER CONTRACT

THIS E-COMMERCE SERVICE PROVIDER CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and Copia Interactive, LLC (Supplier), a corporation headquartered at 105 Madison Avenue, New York, NY 10016, to be effective as of June 26, 2014 (Effective Date).

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide e-Commerce Licensed Services, including access to the Application(s), and any related products and services to the Authorized Users for a Virtual Textbook Marketplace and Resource Center.

2. DEFINITIONS

A. Acceptance

Successful performance of the e-Commerce Licensed Services at the location designated in the applicable order, in conformance with the Requirements set forth in Exhibit A or the applicable order.

B. Agent

Any third party independent agent of any Authorized User.

C. Application

The software programs in object code and other related data, including intellectual data, proprietary information and Documentation contained and applicable to the Licensed Services hosted and supported by Supplier under this Contract, as described in Exhibit A, including any Updates, enhancements, and replacements to the Application.

D. Application Users

Application Users shall include, as specified in the applicable order, employees of an Authorized User, independent contractors engaged by an Authorized User, or entities contracting with an Authorized User for services, as well as customers, suppliers, members of the general public, and other entities with whom an Authorized User may find it necessary or desirable to process or communicate electronically in pursuit of its business.

E. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code.

F. Business Day/Hour

Normal operating hours for the Commonwealth of Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable order, excluding Commonwealth-designated holidays.

G. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

H. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder. Any information provided by an Application User which type of information is designated by the Authorized User as "Confidential" or "Proprietary" or which information is otherwise reasonably identifiable as the confidential or proprietary information of the Application User providing such information.

I. Content

Any data, including the selection, arrangement and organization of such information or data, entered, uploaded to the Application, or otherwise provided to Supplier by Authorized User or by any Application User, and any software and related documentation, from whatever source, provided by Authorized User to Supplier in connection with this Contract.

J. Documentation

The Supplier's user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates describing the Application, Licensed Services and Supplier Product provided to Authorized User, in printed and/or electronic form.

K. Electronic Self-Help

Any use of electronic means to exercise Supplier's license or service termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any order placed hereunder.

L. Licensed Services

The operation of the Application and the necessary operating system software, hardware and utilities on Supplier's host computer system, furnishing Supplier Product to Application Users, storing Content and making the Application, Content, and Supplier Product available to Application User(s) via the Web Site, as more fully described in [Exhibit A](#).

M. Party

Supplier, VITA, or any Authorized User.

N. Requirements

The functional, performance, operational, compatibility and other parameters and characteristics of the Licensed Services and Application as set forth in the applicable order, [Exhibit A](#) and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order issued hereunder

O. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

P. Supplier Product

Supplier's proprietary reports, information and data made available to Authorized User and its Application Users as part of the Licensed Services.

Q. Update

As applicable, any update, modification or new release of the Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost. Updates do not include minor patches or fixes.

R. Web Site

The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator (URL) specified in the applicable ORDER (or any successor URL(s)).

3. TERM AND TERMINATION**A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. VITA may, in its sole discretion, extend this Contract for up to two (2) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period not less than thirty (30) days prior to the expiration of any current term. Performance of an order issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order shall remain in full force and effect until Supplier has completely rendered the Licensed Services pursuant to such order.

B. Scalability

VITA or an Authorized User may make a written request to increase or decrease the scope (e.g., number of USERIDs) of Licensed Services ("revised usage") under an order. The revised usage shall be effective not more than five (5) business days following the request. Pricing for the revised usage of Licensed Services shall be calculated as provided in Exhibit B and shall be prorated on a daily basis for remaining portion of the current monthly billing period. For purposes of this provision, a written notice may include an e-mail or the use of a Supplier-provided provisioning website by an Authorized User's designated administrator.

C. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, upon not less than ninety (90) days prior written notice at any time for any reason. In addition, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit for resolution any contractual dispute or order dispute to VITA, or any dispute regarding an order terminated by an Authorized User to such Authorized User, according to the terms of the Dispute Resolution Section of this Contract.

D. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to

Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

E. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

F. Termination by Supplier

Termination by Supplier will not be considered.

G. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Licensed Services rendered or Application components delivered by Supplier prior to the termination date. Performance of an order issued during the term of this Contract may survive the termination of this Contract, in which case all terms and conditions required for the operation of such order shall remain in full force and effect until Supplier has completely rendered the Licensed Services pursuant to such order.

In the event of a Termination for Breach or Termination for Default, the affected Authorized User(s) shall not be liable for any cost related to the terminated Contract, order, or portion thereof. Supplier shall accept return of any products or software provided to the affected Authorized User(s), and Supplier shall refund any monies paid by any affected Authorized User for Licensed Services not accepted by such Authorized User pursuant to the Contract, order, or portion thereof terminated for breach and/or default. All costs of de-installation and return of product or software shall be borne by Supplier.

H. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

I. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. DESCRIPTION OF LICENSED SERVICES

During the term of any order issued pursuant to this Contract, Supplier hereby agrees to host the Application(s) listed and described in Exhibit A and specified in such order by the ordering Authorized User and shall make such Application(s) available to Authorized User's designated Application Users through the Internet.

Supplier has acquired any and all license rights in the Application(s) necessary and appropriate for Supplier to provide the Licensed Services as listed and described in Exhibit A for all Authorized Users. Supplier hereby grants each ordering Authorized User and its Application Users a non-exclusive license to access and use by any method the Application during the term of the applicable order issued pursuant to this Contract. The license fee for the rights shall be as set forth in Exhibit B, and shall apply regardless of access mode.

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, the license shall be held by that institution.

Exhibit D provides the Acceptable Use Policy terms required by Supplier at commencement of access to the Application and Licensed Services by an Authorized User during the term of the Contract and any order issued hereunder. If there is any change to these, they must be agreed to in writing by Contract modification between VITA and Supplier.

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Licensed Services, including access to the Application(s), or the fact that such other agreement may be presented to an Authorized User or its Application Users at the time of accessing the Application(s) ("click wrap"), the terms and conditions set forth herein shall supersede and govern licensing and use of all products and services hereunder.

5. SUPPLIER RESPONSIBILITIES

A. Standard Application Responsibilities

Unless otherwise indicated in Exhibit A, Supplier shall acquire and maintain, at no charge to Authorized User, the hardware and software required to host the Application(s). The hardware and software on which the Application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

- i). Supplier shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity indicated in Exhibit A.
- ii). Supplier shall be responsible for all telecommunication connections from the server hosting the Application to the Internet.
- iii). Supplier may collect user-specific data only as necessary to provide the Licensed Services ordered by an Authorized User. No information regarding any Authorized User or any Application User shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.
- iv). The Application will be made available to Authorized User and/or designated Application Users, as specified in the applicable order, twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime. For the purposes of this Contract, "Excusable Downtime" is defined as that period of time when the Licensed Services are not available to Authorized User or its Application Users due to Force Majeure, scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, Authorized User shall be provided a two (2) business day advance notification of such maintenance and/or

upgrade. In cases of emergency, Supplier will use its best efforts to notify Authorized User of a planned Downtime as soon as practicable. Maintenance or upgrades are not to exceed thirty-six (36) hours in duration in a single month and cannot occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time.

- v). Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the Supplier's Application, (iii) an electric utility failure at Supplier's facility where the Application is hosted, or (iv) a network failure up to, but not including, the interconnection point of Supplier's network to the public switched telephone network.
- vi). Supplier guarantees the Application will be available for use at least ninety-seven (97%) of the total time during each month, excluding Excusable Downtime. If non-Excusable Downtime exceeds the parameters listed above, Supplier will credit to Authorized User the amounts set forth in Section 13. Such credit will be issued in the month immediately following the failure.
- vii). Supplier shall be required to notify VITA in writing at least sixty (60) days prior to of any planned change(s) or Update(s) to the Application; its functionality; Content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Supplier subcontractor. The planned changes or Updates include any change(s) that would potentially impact the secure and efficient use of the Application, as understood and agreed to between Supplier and VITA at Contract award. The purpose of this notice is to allow sufficient time for Supplier and VITA to discuss any technical/functional considerations and/or changes that would require action by the Commonwealth.
- viii). Supplier is responsible for documenting and maintaining any customizations made for operational use of the Application and/or for interoperability use with other systems or applications used by an Authorized User and paid for solely by Authorized User. The associated technical data, code, documentation and other necessary information about such customizations shall be provided by Supplier to Authorized User within ten (10) business days of the customizations' operational use. Supplier shall be required to routinely transfer knowledge regarding the Application and Licensed Services, including Updates and all material changes, to Authorized Users in a reasonable manner to ensure proper and efficient use of Application and Licensed Services without degrading performance thereof.

In addition, and at no additional cost to Authorized Users, Supplier shall provide access to additional Updates, features, and functionalities of the Application as are provided by Supplier at no additional cost to other customers of Supplier who require functionality similar to that of the Application provided to Authorized Users. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated Documentation, whether in hard copy format or distributed electronically via email or the Supplier website. Notwithstanding the provisions of this Section and except as agreed to in writing by VITA and Supplier, nothing in the Contract shall oblige Supplier to undertake any modifications to the Application, and all such modifications are at Supplier's sole discretion whether suggested by an Authorized User or another party.

B. Ancillary Responsibilities

Supplier shall, throughout the term of this Contract, make available such resources, including Supplier personnel, as are reasonably required to: (i) train designated Authorized User personnel in the use of the Application; (ii) develop modifications to the Application as agreed by VITA and Supplier in any exhibit hereto or as agreed in any order issued hereunder; and (iii) otherwise support the Application as provided under this Contract and any exhibits hereto or as agreed in any order issued hereunder. Such activities may be subject to additional fees and must be agreed upon by the parties in an applicable Statement of Managed Services.

C. Subcontractors

It is understood that Supplier may utilize subcontractors to provide integral components of the Licensed Services and Application; however, except for those so named at time of Contract award, Supplier shall not use new or replacement subcontractors to perform or provide integral components of the Licensed Services or Application during performance of this Contract without advance written notification to and approval by VITA.

Supplier is responsible for the performance of its subcontractors used in providing any portion of the Licensed Services or Application. Additionally, Supplier is responsible for its subcontractors' compliance with the terms and conditions of this Contract.

If an order issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract with any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

6. AUTHORIZED USER RESPONSIBILITIES

Unless otherwise agreed and as applicable, Authorized User or its Agent, or an Application User, will be responsible for input of Content into Supplier's Application and Authorized User or its Agent will be responsible for keeping said Content current and accurate. Supplier will have no responsibility for assisting Authorized User in creating, modifying or inputting the Content, unless specified in Exhibit A

If Supplier issues unique USERIDs and passwords to an Application User:

- i). Authorized User is responsible for protecting said passwords and for any authorized and unauthorized use made of the passwords. Authorized User will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity related to unauthorized use of the Licensed Services.
- ii). Authorized User shall have the right to add, change access for, or delete USERIDs at its sole discretion, subject to providing written request to the Supplier, as provided under 3.B. Authorized User shall designate Administrators who will be authorized to add, change access for or delete USERIDs.
- iii). Upon notification by Authorized User of an Application User's deletion, Supplier shall remove said Application User from its server within two (2) business days of receipt of such notification. If Supplier fails to make such a deletion, Authorized User shall not be held liable for any charges or damages incurred due to use of the unauthorized USERID.

7. CONTENT PRIVACY AND SECURITY

Supplier shall provide a secure environment for Content and payment transaction processing, and any hardware and software, including servers, network and data components provided by Supplier as part of its performance under this Contract. Upon deletion of an Authorized User's account, all user-created content associated with that account shall be deleted by the Supplier.

Supplier shall provide a secure environment for Content and any hardware and software in accordance with VITA's Security Standards located at: <http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs> in order to prevent unauthorized access to and use or modification of, and to protect, the Application and Content. Supplier agrees that all Content of Authorized Users is intended solely for the business of the Authorized Users and is considered private data. Therefore, Supplier shall, at a minimum, implement the following procedures designed to protect the privacy and security of Content:

- i). User identification and access controls designed to limit access to Content to Application Users;

- ii). External connections to the World Wide Web which will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Supplier;
- iii). Industry standard firewalls regulating all data entering Supplier's internal data network from any external source which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through;
- iv). Industry standard encryption techniques which will be used when Content is transmitted by Supplier on behalf of Authorized User;
- v). Physical security measures, including securing all Content on a secure server, in locked data cabinets within a secure facility located within the United States. Access to facilities housing the Application and Content restricted to only allow access to personnel and agents of Supplier who have a need to know in connection with operation and support of the Application;
- vi). A backup of Content, for an orderly and timely recovery of such data in the event that the Licensed Services may be interrupted. Unless otherwise described in an order, Service Provider shall maintain a backup of Content that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of Customer Data in an off-site "hardened" facility, located within the United States no less than daily, maintaining the security of Customer Data, the security requirements of which are further described herein.
- vii). Supplier agrees to maintain all metadata associated with any original Content submitted into the Application by an Authorized User for easy retrieval and access within two (2) hours at any point in time.
- viii). Supplier agrees to partition, in aggregate for this Contract, all Content submitted into the Application by an Authorized User in such a manner that it will not be impacted or forfeited due to E-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain records, information or Content for reasons or activities that are not directly related to the business of the Authorized User.
- ix). Supplier agrees to maintain and follow a disaster recovery plan designed to maintain Application User access to the Application and Licensed Services, and to prevent the unintended destruction or loss of Content; and which plan, unless otherwise specified herein, shall provide for daily back-up of Content and archival of such Content at a secure facility located within the United States. The disaster recovery plan shall provide for and be followed by Supplier such that in no event shall the Application, Licensed Services, Supplier Product and/or Content be unavailable to any Application User for a period in excess of twenty-four (24) hours;
- x). Supplier agrees that during the term of this Contract, Supplier will retain Authorized Users' Content for the full term of the Contract.
- xi). Supplier, and through Supplier, its employees, agents and subcontractors, shall immediately notify Authorized User, of any degradation, potential breach or breach of Content and Application privacy or security in any systems supporting the Licensed Services. Supplier shall provide VITA the opportunity to participate in the investigation of the reported situation and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.
- xii). Supplier shall be required to notify Authorized User in writing thirty (30) days prior to its intention to replace or add any third-party that will be provided access to Content whether that access is provided by Supplier or Supplier's subcontractors. Authorized User may reject any additional or new third parties who may be provided access to Content.
- xiii). Supplier shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.

- xiv). Supplier shall ensure performance of a SSAE 16 Type II audit at least once annually of Supplier's environment. Upon request from VITA (not more than once annually), Supplier shall provide VITA with a copy of Supplier's final SSAE 16 Type II audit report. Supplier shall also assist VITA in obtaining the current SSAE 16 Type II audit report from any third-party providing services to Supplier, if said third-party services involve the processing or storage of Authorized Users' Content.
- xv). Supplier's failure to comply with the provisions in items (i) through (xiv) shall constitute a breach of this Contract.
- xvi). Within fifteen (15) business days after the expiration or termination of this Contract, Supplier shall confirm in writing to Authorized User and VITA that all Content has been removed from all systems where the Content resided during performance of this Contract in a manner that complies with and/or exceeds the Commonwealth Data Removal standard located at the following .URL:
http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data_Removal_Standard.pdf. The written confirmation shall include (i) sufficient detail describing the processes and procedures used in removing the Content, (ii) information about the locations of where it was removed from within the Application and storage and other locations, and (ii) the date the removals were performed. All metadata, in its original form, shall be returned to the respective Authorized User(s).
- xvii). Authorized Users of this Contract agree to notify Supplier of any degradation, potential breach, or breach of the Content and Application privacy or security as soon as possible after discovery. Authorized Users further agree to provide Supplier the opportunity to participate in the investigation of the reported situation.
- xviii). Regular training for Supplier personnel regarding the security and data recovery programs referenced in this Section;
- xix). Regular testing of the systems and procedures outlined in this Section; and
- xx). Audit controls that record and monitor Application and Licensed Services activity continuously.

8. PROPRIETARY RIGHTS

A. Supplier's Proprietary Rights

Except as otherwise stated herein, the Licensed Services (including without limitation, the Application and Updates, and Supplier Product, except to the extent that Supplier Product contains Content) and Documentation are the sole and exclusive property of Supplier and its licensors. All modifications, enhancements, Updates, and translations of the Licensed Services shall be deemed a part thereof.

B. Authorized User Requirements and License Restrictions

Except as otherwise provided in this Contract or as provided by law:

- i). Authorized User will use commercially reasonable efforts to ensure that Application Users comply with all of the terms and conditions hereof.
- ii). Authorized User shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Application.
- iii). Authorized User shall not directly or indirectly copy or reproduce all or any part of the Application, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Supplier; provided, however, an Authorized User may reproduce and distribute any Application output generated from the relevant Authorized User Content, and an Application

User may reproduce and distribute any Application output generated pursuant to the permissions set forth in the applicable Authorized User's order.

- iv). Authorized User shall not rent, lease, sublicense, resell for profit, loan, distribute, network or modify the Application or Supplier Product or any component thereof, provided as part of the Licensed Services, except as otherwise authorized by Supplier. However, an Authorized User may reproduce and distribute any Application output (e.g., reports) generated by Authorized User using the Application, and an Application User may reproduce and distribute any reports or output generated by the Application User using the Application and pursuant to the permissions in the applicable Authorized User's order.
- v). Authorized User shall only use the Application and Supplier Product in the normal course of business, in connection with, and as part of, the Licensed Services.
- vi). Authorized User shall not attempt to gain unauthorized access to the Application or Licensed Services, other user accounts, computer systems or networks connected to the Licensed Services;
- vii). Authorized User shall not remove, obscure or alter Supplier's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained in the Application or Licensed Services or any written or electronic report, output or result generated in connection with the Licensed Services;
- viii). Authorized User shall take reasonable care not to, and shall not intentionally or knowingly, use the Application to post, transmit, distribute, store or destroy any information: (i) in violation of any applicable law, statute, ordinance or regulation; (ii) in a manner that shall infringe the intellectual property rights of others; (iii) that is defamatory or trade libelous, or (iv) that contains any Computer Viruses.
- ix). Authorized User shall not use the Application or Licensed Services for any illegal, obscene, offensive or immoral purpose.

9. TRANSITION ASSISTANCE

Upon execution of an order pursuant to this Contract, Supplier and Authorized User will develop a transition plan ("Transition Plan") detailing each Party's respective tasks for the orderly transition and migration of (i) all Content stored by Supplier pursuant to such order to Authorized User's archive and/or to a system or application maintained by Authorized User or a third party application service provider and agreed in writing by Authorized User and Supplier, (ii) the Application and Licensed Services to Authorized User or a third party service provider when such transition and migration to occur upon termination or expiration of the Contract or the order .

At a minimum, the Transition Plan shall provide that upon expiration or termination of this Contract or the applicable order for any reason, Supplier will return all Content in its possession to the Authorized User in a format accessible without the use of Supplier's Application. In addition, Supplier will, at Authorized User's option, continue to provide Licensed Services for up to six (6) months after the date of expiration or termination of such order in order to facilitate Authorized User's transition to a new service provider. Supplier shall also provide such reasonable assistance as may be requested by Authorized User to effectuate such transition.

, Supplier shall, within thirty (30) days of expiration, completion, or termination of this Contract or order issued hereunder, provide to all affected Authorized Users a complete set of all Content provided to Supplier by the relevant Authorized User and/or its Application Users and stored by the Application on behalf of such Authorized User. Supplier's failure to do so shall constitute a material breach of this Contract and, in addition to the remedies set forth in this Contract, VITA or the affected Authorized User may exercise all available rights and remedies under law and equity.

The obligations set forth in this section and in any Transition Plan developed pursuant to an order issued hereunder may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months and fees and rates as set forth in this Contract will continue to apply during such transition period. In the event of a termination for breach and/or default of Supplier, Supplier

shall perform such obligations at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall perform such obligations at the applicable fees and rates or a charge agreed upon by Supplier and VITA or an Authorized User.

10. COMMENCEMENT AND ACCEPTANCE OF LICENSED SERVICES

A. Licensed Services Commencement Date

The Supplier shall begin delivery of Licensed Services on the date requested by the Authorized User and agreed to by the Supplier in an order. An Authorized User may delay the Licensed Services commencement date by notifying the Supplier at least ten (10) days before the scheduled Licensed Services commencement date.

B. Acceptance

The Application shall be deemed accepted when the Authorized User reasonably determines that such Authorized User and its Application Users can successfully access and use all functionalities of the Application which Supplier is required to provide to such Users. Such Authorized User agrees to complete Acceptance testing within five (5) days after receiving written notice from Supplier of the ability of such Authorized User and its Application Users to access the Application, or within such other period as set forth in the applicable order. After such period, unless Authorized User notifies Supplier to the contrary, the Application shall be deemed accepted. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by such Authorized User at the then current per diem amounts set forth by the Virginia Department of Accounts and published at: <http://www.doa.virginia.gov/> or a successor URL(s). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

C. Cure Period

If during the Acceptance test period, Authorized User is unable to access the licensed functionalities of the Application, Supplier shall provide Authorized User with such access, and such Authorized User's Application Users with their required access, within seven (7) days of written notice of inability to access, or as otherwise agreed between the Authorized User and Supplier in the applicable order. Should Supplier fail to provide access to the licensed functionalities of the Application, such Authorized User may, in its sole discretion: (i) reject the Application in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Application access with an equitable adjustment in the price to account for such deficiency, such adjustment to be agreed to by Supplier; or (iii) conditionally accept the applicable Application access while reserving its right to revoke Acceptance if timely correction is not forthcoming.

If the Authorized User and its Application Users are unable to access the licensed functionalities of the Application after a second set of acceptance tests, Supplier shall be deemed in default of the order. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Licensed Services to be provided thereunder by Supplier.

11. RECORDS AND AUDIT

Supplier shall maintain accurate records and other evidence pertaining to the costs and expenses for all Licensed Services performed/delivered under any order issued pursuant to this Contract. The records will be to the extent and in such detail as will properly reflect all direct and indirect costs associated with such order. In addition, Supplier shall maintain accurate records of the Licensed Services, including but not limited to, the "Uptime" and "Downtime" as set forth in the Supplier

Responsibilities Section. Authorized User shall have the right, at any reasonable time during regular business hours after giving reasonable advance notice, to inspect and audit the records applicable to its order(s). Supplier shall preserve such records for five (5) years after termination/completion of the Licensed Services agreed to under this Contract or any order issued hereunder.

12. APPLICATION AND LICENSED SERVICES SUPPORT

At any time during the term of any order issued pursuant to this Contract, Supplier shall provide the following Application Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User in order to ensue such Authorized User and its Application Users are able to access and use the Application in accordance with the Requirements.

A. Coverage

Twenty-four (24) hours per day, seven (7) days a week, Supplier provide to any Authorized User all reasonably necessary telephone or written consultation requested by such Authorized User in connection with use, problems and operation of the Application.

B. Service Levels

Within one (1) hour after a request from an Authorized User, Supplier will respond to such request for support of Licensed Services regarding the Application and Licensed Services, including Application, Supplier Product and Documentation in accordance with the procedures identified below. In each case, Authorized User may describe the problem by telephone, facsimile or electronic mail or via a web site provided by Supplier. Supplier shall use its best efforts/commercially reasonable efforts to meet Response Time and Resolution Time and other obligations under this Contract.

Severity (Sample Problem)	Response Time	Resolution Time (Fix/work-around within)	Internal Escalation Procedure
1 (Application down) More than 25% of the Authorized User's end-user base are unable to use the system	4 hours	twelve (12) hours	Supplier shall provide an escalation phone number and email address specifically designated for SLA-related service issues
2 (Certain processing interrupted or malfunctioning for more than 25% of the Authorized User's end-user base but Application is able to process)	8 hours	forty-eight (48) hours	Supplier shall provide an escalation phone number and email address specifically designated for SLA-related service issues
3 (Minor intermittent malfunctioning affecting more than 25% of the Authorized User's end-user base, Application able to process data)	24 hours	five (5) business days	Supplier shall provide an escalation phone number and email address specifically designated for SLA-related service issues

The level of severity (e.g., 1, 2, 3), shall be defined by the criteria described above as reasonably interpreted by Authorized Users and the Supplier.

C. Application Evolution

Should Supplier merge or splinter the Application previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or support fees in order to access the Application, to enable its Application Users to access the Application, or to receive enhancements, releases, upgrades or support for the Application.

13. SERVICE LEVELS AND REMEDIES**A. Availability**

Supplier's failure to make the Licensed Services Available to Authorized User and its Application Users at least 99% of the time in any given month during the term of such Authorized User's order, excluding scheduled maintenance, shall be deemed a service level default ("Service Level Default") and Authorized User may obtain the non-exclusive remedies set forth below. For purposes of this Contract, "Available" means that Authorized User and its Application Users are able to access all material features and functions of the Application and Licensed Services required by Authorized User, including but not limited to the Application and Supplier Product.

Service Level (Monthly)	Service Level Credit (Prorated Fees – Monthly)
Above 97%	0
96.99 - 95%	10%
94.99 – 93%	25%
Below 93%	100% and, at Authorized User's sole discretion, termination of such Authorized User's order without further liability

In the event Authorized User is eligible for a 100% Service Level Credit under this Section during any given month of the term of such Authorized User's order, Authorized User may terminate such order without penalty upon written notice to Supplier and, in addition to the remedies available under this Section, receive any additional remedies set forth in the Contract.

Credits shall be applied against the next invoice. In the event a Service Level Default occurs after VITA or an Authorized User has given notice of termination pursuant to the Term and Termination section of this Contract or due to non-appropriation of funds, or Authorized User has made final payment to Supplier for the Application and Licensed Services and no further invoices shall issue as a result, Supplier shall refund to Authorized User the amount of the appropriate Service Level Credit due for the period of default.

B. Provisioning

Incremental adds, moves or reductions in the scope of the Licensed Service (e.g., USERIDs), shall be completed within five (5) business days of a written request (including e-mail or submission to Supplier's provisioning website) from an Authorized User's designated Administrator.

C. Reporting

Once each calendar month during the term of an order issued pursuant to this Contract, Supplier shall provide Authorized User with a written report that shall contain information with respect to the performance of the Application and Licensed Services. Such report, unless otherwise agreed upon by the Parties, shall be in conformity with the reporting Supplier provides to its other customers utilizing an application and licensed services identical or similar to the Application and Licensed Services provided to the Authorized User. Authorized User may independently audit the report at its expense no more than two (2) times annually.

D. Failure to Meet Service Level Commitments

In the event that such Application fails to meet the Service Levels specified herein, Supplier will: (i) promptly replace the Application with an Application that conforms to this Contract and such specifications; (ii) repair the Application, at Supplier's expense, so that it conforms to this Contract and such specifications; or (iii) refund to Authorized User all fees paid for the Application and the Licensed Services after the failure of the Application to meet the Service Levels. In the event Supplier fails to comply with these remedies, Authorized User may exercise all available rights and remedies under law and equity.

E. Escalation Procedures

[To be provided by Supplier]

14. GENERAL WARRANTY

Supplier warrants and represents to VITA the Licensed Services and the Application described in Exhibit A as follows:

A. Ownership

Supplier has the right to provide the Licensed Services, including access by any Authorized User and its Application Users, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Licensed Services, Application, and Documentation

Supplier warrants the following with respect to the Licensed Services and the Application:

- i). The Application is pursuant to a particular Request for Proposal ("RFP"), and therefore such Application shall be fit for the particular purposes specified by VITA in the RFP and in this Contract. Supplier is possessed of superior knowledge with respect to the Application and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Licensed Services, including the Application.;
- ii). Supplier represents and warrants (i) that it shall perform the Licensed Services in conformity to the specifications set forth in Exhibit A in a professional and workmanlike manner and (ii) that the Licensed Services shall not infringe any third party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.
- iii). Supplier warrants that the Application and Licensed Services will conform in all material respects to the Requirements set forth in this Contract and any order issued hereunder. Supplier warrants that the Application Licensed Services will conform to the applicable specifications and Documentation, not including any post-Acceptance modifications or alterations to the Documentation which represent a material diminishment of the functionality of the Application, Licensed Services or Supplier Product. Supplier also warrants that such Application and Licensed Services are compatible with and will operate successfully when used on the compatible equipment in accordance with the Documentation and all of the terms and conditions hereof.
- iv). The Application provided hereunder is at the current release level unless an Authorized User specifies an older version in its order;
- v). No corrections, workarounds or future Application releases provided by Supplier shall degrade the Application, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;
- vi). Supplier warrants that all post-Acceptance Updates, changes, alterations or modifications to the Application, Licensed Services and Documentation by Supplier will be compatible with, and will not materially diminish the features or functionality of the Application, Licensed Services and/or Supplier Product when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.

vii). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and utilize fully the Application without reference to any other materials or information.

C. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Application accessed by an Authorized User or its Application Users; and the Application does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to the Application.. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

D. Privacy and Security

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any related deliverables do not include any degradation, known security vulnerabilities, or breach of privacy or security. Supplier agrees to notify VITA of any occurrence of such as soon as possible after discovery and provide VITA with fixes or upgrades for security vulnerabilities within 90 days of discovery.

E. Operating System and Software Supportability

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any deliverables do not have dependencies on other operating systems or software that are no longer supported by Supplier, or its Subcontractors, partners and third-party providers.

F. Access to Product and Passwords

Supplier warrants that the Application and Licensed Services do not contain disabling code or any program device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other code which is designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Application, Licensed Services or the hardware or software of any Authorized User or its Application Users. In addition, Supplier warrants that Authorized User and its Application Users will be provided commercially reasonable uninterrupted access to the Application. Supplier also warrants that it will not cancel or otherwise terminate access to the Application by disabling passwords, keys or tokens that enable continuous use of the Application by the Authorized User and its Application Users during the term of this Contract or any order issued hereunder. Supplier further warrants that the Application and Licensed Services are compatible with and will operate successfully on the equipment.

G. Credit Card or PayPal Transaction Processing

Supplier warrants that all payment transaction processing is done in a manner to maintain the security of credit card information entered by Authorized Users.

H. Open Source

Supplier will notify all Authorized Users if the Application contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

I. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a

potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

J. Supplier's Past Experience

Supplier warrants that Supplier has provided services similar to a non-related third party customer of Supplier without significant problems due to the Licensed Services, the Application, or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

15. TRAINING AND DOCUMENTATION

The Licensed Service fee includes costs for the training of one (1) Authorized User trainer per order at an Authorized User's designated location on the use and operation of the Application, including instruction in any necessary conversion of such Authorized User's Content and data for such use. For training Authorized Users, a "train the trainer" approach is generally preferred. For training the Authorized User trainer, as well as administrators, the Supplier shall offer remote and on-site training. On-site training shall include two 3 hour training sessions per day. Typically two days are required and the trainer can train up to 15 individuals per class. Offsite training is handled via WebEx or similar product.

Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to any Authorized User, three (3) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications made by Supplier to the Application. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Application and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

16. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Licensed Services, including the rights of the Authorized User and its Application Users to access and use the Application(s) and any additional products and services provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Application Demonstration

At the request of any Authorized User, Supplier shall perform a demonstration of its Application and the Licensed Services at such Authorized User's location and at no charge.

C. Purchase Order (Order)

An order shall be required for any Licensed Services ordered by an Authorized User pursuant to this Contract. All Licensed Services shall be provided in accordance with the Requirements and service levels set forth herein or in the applicable order and at the rates set forth in Exhibit B herein. An order shall be of a fixed price type but may contain a cost-reimbursable line item(s) for pre-approved travel expenses which shall be reimbursable by the Authorized User in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts at <http://www.doa.virginia.gov/> or a successor URL(s).

Any change to an order must be described in a written change request. Either Party to an order may issue a change request that will be subject to written approval of the other Party, in the form of a modification to the order, before it becomes part of this Contract. In no event shall any order or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

D. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov/>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Licensed Services and products or services related thereto and available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

E. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Licensed Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order. Payment for Licensed Services shall be monthly in advance unless

otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Dates during which Supplier provided the Licensed Services to the Authorized User
- ii). Quantity, charge and extended pricing for each Licensed Service
- iii). Applicable order date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

F. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for Licensed Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over-bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over billing continues.

In the event an Authorized User does not receive or have access to the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net thirty (30) days after Acceptance.

17. REPORTING

Supplier is required to submit to VITA the following monthly reports:

- Report of Sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL:

<http://www.vita.virginia.gov/scm/default.aspx?id=97>.

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on supplier reporting.

18. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier to provide Licensed Services of similar size/volume under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

19. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

20. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all third party losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Application or the Licensed Services, (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Application or any of the Licensed Services, or (vi) loss of Content provided to Supplier due to Supplier's failure to back up Content in accordance

with the Contract. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Application or that the provision of Licensed Services under this Contract infringes any third party's intellectual property rights, and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Application or any of the Licensed Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users and their Application Users the right to continue use of such infringing Application or Licensed Services, or any component thereof; or (b) replace or modify such infringing Application or Licensed Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Application or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product or service in the event such Authorized User cannot use the affected Application. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Application or Licensed Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, (vi) Supplier's content privacy and security obligations, and (vii) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the aggregate value of the Application and Licensed Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

21. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry:

Errors and omissions insurance coverage in the amount of \$1,000,000 per occurrence.

Cyber Security Liability insurance coverage in the amount of \$2,000,000 per occurrence.

22. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

VITA shall have the right to review Supplier's information security program prior to the commencement of Licensed Services and from time to time during the term of this Agreement. During the performance of the Licensed Services, on an ongoing basis from time to time, VITA, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Supplier's information security program. In lieu of an on-site audit, upon request by VITA, Supplier agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by VITA regarding Supplier's information security program. Supplier shall implement any reasonably required safeguards as identified by any program audit.

23. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States. Unless otherwise specified in an applicable ORDER, the Application and Licensed Services shall be provided and all Content stored by Supplier on servers, storage or nodes physically located in the continental United States.

24. ACCEPTABLE USE POLICY (IF APPLICABLE)

VITA and Authorized User agree to abide by Supplier's Acceptable Use Policy (AUP), as amended by the parties hereby and incorporated as Exhibit D. Because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard AUP cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that:

- i. In the event of a conflict between this Contract and the AUP, the Contract shall control
- ii. In the event of a material, unilateral revision to the AUP by Supplier that substantially impairs the ability of VITA or any other public body from its lawful use of the Service, VITA shall have the option to:
 - a. request that the revision be rescinded;
 - b. request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;If Supplier fails to grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order, in whole or in part, without termination liability.
- iii. [Other provisions here based on VITA's review of Supplier AUP, including attaching VITA's License Agreement Addendum.]

25. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

26. GENERAL PROVISIONS**A. Relationship Between VITA and Authorized User and Supplier**

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties (including, but not limited to, any federal, state or local withholding or employment taxes and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: <http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, changes in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit C hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The provisions of this Contract regarding Content Privacy and Security, License, Warranty, Escrow, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Application or any components thereof and Licensed Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Software delivery or Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

Q. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Application and Licensed Services Requirements
- ii). Exhibit B Fees, Licensed Service Charges
- iii). Exhibit C Certification Regarding Lobbying
- iv). Exhibit D Supplier's Acceptable Use Policy (if applicable) as amended, including by License Agreement Addendum (if applicable)
- v). Exhibit E Statement of Managed Services

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Exhibit B, any individual ORDER, Exhibit E.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that the terms and conditions of such ordering agreement, or any order issued hereunder, are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

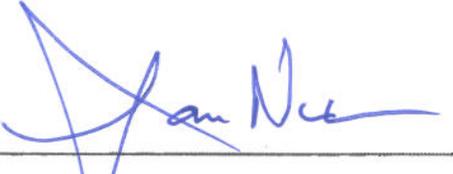
VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Copia Interactive, LLC

VITA

By: 

By: 

(Signature)

(Signature)

Name: Ben Lowinger

Name: Samuel A. Nixon, Jr.

(Print)

(Print)

Title: EVF

Title: Chief Information Officer

Date: 6/26/14

Date: 06/26/14

Address for Notice:

Address for Notice:

COPIA INTERACTIVE, LLC
105 MADISON AVENUE
NEW YORK, NY 10016

Attention: BEN LOWINGER

Attention: Contract Administrator

Appendix E- Requirements

	Description
5.1	Features & Function
5.2	Purchasing
5.3	Material
5.4	Security
5.5	Training & Support

Suppliers are to indicate their capability of fulfilling each specific requirement below. Each Supplier's responses will be reviewed and compared across Suppliers in order to determine the best solution for the Commonwealth.

Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Service by the Supplier. To respond to each requirement, Supplier is asked to enter, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed.

The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in Column B an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than one month). Supplier should provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within one month.

VITA has posed some open-ended questions. In those instances, Supplier is to provide adequate information to allow VITA to properly evaluate its proposal.

	5.1 Features & Function	A
5.1.1	<p>Does your Solution comply with all current COV ITRM Policies and Standards, as applicable, found at: http://www.vita.virginia.gov/library/default.aspx?id=537</p> <p>If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.</p>	Y
5.1.2	<p>Does your Solution proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at: http://www.vita.virginia.gov/oversight/default.aspx?id=10344</p> <p>If not, please explain.</p>	Y
5.1.3	<p>Does your Solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV_103-00_Eff_11-04-05.pdf</p> <p>Refer to www.section508.gov and www.access-board.gov for further information.</p> <p>If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: : (The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00)).</p> <p>If no, does your Solution provide alternate accessibility functionality? Please describe.</p>	Y
5.1.4	<p>Does your Solution offer the capability of a fully hosted system? If yes, please explain.</p>	Y

5.1.5	Does your Solution include the ability to interface with the most commonly used student information systems and learning management systems in the Commonwealth? These include, but are not limited to Desire2Learn, Blackboard, Moodle, Maestro, Genius, and Pearson Power School. If yes, please explain.	Y
5.1.6	Does your Solution include resources (e.g., digital textbooks, interactive activities and assessments, video, animations, note-taking and other tools) including the dashboard, that have the ability to work across multiple platforms and devices? If yes, please explain.	Y
5.1.7	Does your Solution provide ease of use and flexibility for end users? If yes, please explain and provide methodologies, examples and procedural steps.	Y
5.1.8	Does your Solution include an application interface that is easy to use and that has been designed to promote access by authorized users with varying needs and abilities? If yes, please explain.	Y
5.1.9	Does your Solution allow access to resources when authorized users are not connected to the Internet? If yes, please explain.	Y

5.1.10	Does your Solution provide 24/7/365 – zero downtime? If yes, please describe the methodologies and technologies used to accomplish zero downtime.	Y
5.1.11	Does your Solution include product upgrade schedules with detailed frequency of releases and a current product development roadmap? If yes, please explain.	Y
5.1.12	Does your Solution include the ability for users to reset their own password? If yes, please explain.	Y
5.1.13	Is your Solution based on proprietary technology? If yes, please explain.	Y

5.1.14	Does your Solution include system upgrades at no cost to the Commonwealth ? If yes, please explain.	Y
5.1.15	Does your Solution permit the flexible use of licenses so that they may be assigned for use by a teacher, school, or division? If yes, please explain.	Y

5.1.16	Does your Solution include filtering so that choices may be narrowed by the school division to certain vendors or certain products, such as particular Virginia Board of Education approved textbooks? If yes, please explain.	Y
5.1.17	<p>Does your Solution include electronic resources that are aligned with the current Virginia Standards of Learning (SOL) and the Career and Technical Education (CTE) Competencies, and are also searchable by standard and key words? If yes, please explain.</p> <p><i>Information about the SOL is found on the Department of Education Web site at http://www.doe.virginia.gov/testing/index.shtml. The menu on the right side provides links to the standards for English, Mathematics, Science, History and Social Science, Family Life, Economics and Personal Finance, Fine Arts, Foreign Language, Computer Technology, Health, Physical Education, and Driver Education.</i></p> <p><i>Information about the CTE competencies is found at http://www.cteresource.org/about/</i></p>	Y
5.1.18	Does your Solution include the ability to house, not less than 80%, of the textbooks approved by the Virginia Board of Education? If yes, please explain.	Y

B

The Copia solution consists of a web-based portal and a family of reader applications. It is completely self-contained and is hosted, operated, stocked and maintained by Copia.

Interoperability with LMS and other varieties of educational platforms is a key element of Copia’s strategy. Our integration with Canvas is underway, to be followed by several other LMS integrations, including Moodle and Clever, on a priority need based on our partner requirements. We also support integration with hosted implementations of supplementary material from a variety of publishers, in a manner that is virtually seamless to users.

Our technology was designed with extensibility in mind and we actively follow the LTI and Common Cartridge interoperability standards, as well as other standards that are currently in use or in development in the educational publishing industry – our goal is to be compatible with all of them.

All the resources mentioned are available through the Copia platform and are supported on Windows and Mac PCs as well as on iPad, iPhone, Android tablets and phones and Blackberry 10 devices. A cloud-based reader is also available.

Please see Supplement 5.1.7

Copia is aware of the importance of compliance with Section 508 Amendment and has invested heavily in achieving it. Our site and apps were reviewed by an independent outside agency and recommendations for improvements were made. These were fully implemented and Copia has been successfully adopted by entities that require 508 compliance.

All Copia apps fully download content, which is stored on the local device. Thus all content is accessible regardless of whether or not connectivity is available. User highlights, notes and bookmarks are cached locally and synchronized with the Copia portal when the device regains connectivity.

Barring catastrophic acts Copia was designed to be completely failsafe. We have not experienced any significant downtime since we launched nearly four years ago. Copia's hosting partner is Rackspace, one of the premier hosting firms in the United States with almost zero downtime. All our systems are fully redundant and have multiple levels of backup. We also have several access paths to the Internet backbone to assure that we will be live even in the event of a major Internet pipeline failure. In addition, Copia, as a highly available system, is configured to work with Content Distribution Networks (CDNs), such as Akamai, that allow us to seamlessly scale, increasing content availability.

Our clients benefit from the ubiquity of the Copia platform, which forms the backbone of all our customized solutions. In addition to updates to your customized Copia solution, which occur on average monthly, clients benefit from improvements made to the common Copia backbone which generally occurs at least monthly as well. Feature enhancements made for one client are also generally propagated to other sites in the Copia ecosystem, where they can provide benefit. Copia works with clients to develop a roadmap for enhancements to your customized solution and offers a cloud-based system for tracking progress of roadmap development.

This feature is easily available in user Settings. Passwords can also be reset without logging in via access to Copia's Customer Service.

Our solution uses industry standards whenever possible. eBooks use the standard ePub, Word and PDF formats. Metadata is in the industry standard ONIX. An enterprise-ready search engine with open source roots forms the basis for Copia's powerful search engine. Database is SQL-based and our code is written using best-of-breed technologies. However Copia's numerous unique and proprietary features are custom-coded.

It is in Copia's interests, as well as the Commonwealth's, to maintain the platform in a robust state and to keep its feature set current with the state of the art for platforms of this nature. Copia will fund these upgrades through sales of content via the platform, as it intends to cover the costs of development the initial platform.

The Copia platform is extremely flexible with respect to support for diverse business and licensing models; almost all models are currently supported cumulatively by one or another of Copia's clients.

The models include:

- 1) Traditional "one-off" licensing of either full books or books sections (chapters)
- 2) "Recyclable" licenses that entitle schools to obtain rights to content for specific periods of time and for specific numbers of concurrent users. During the term of the license the content can be freely redistributed from student to student as semesters end. If the license is purchased by a school district the redistribution can be district-wide.
- 3) "All you can eat"-style subscriptions where, for a per-semester fee, students can access all content in the catalog within pre-defined constraints (such as grade level or subject area)

In the first model (single use) re-assignment isn't relevant and in the third model ("all you can eat") it isn't necessary since there are no content usage restrictions. However the second model ("recyclable") freely allows content re-assignment. We support all these models concurrently. Which one(s) apply to specific content items depends on Copia's publisher arrangements - and Copia strongly lobbies publishers, using our buying clout, to offer as flexible a set of licensing models as possible.

When searching for available content a wide variety of sorting and filtering options are available. These are essentially limitless and depend on the nature of the metadata received. Filtering criteria can include title, author, content source, grade level, subject area (based on BISAC/BIC codes), content format and other relevant criteria, including custom criteria such as "approved by Virginia BOE". Administrative tools are provided to enable you to identify approved content on a title by title basis or on the basis of "rules" (e.g. all titles by a particular author, etc.)

Copia offers most if not all the content from the major publishers that aligns with the Virginia SOL/CTE. This content is searchable by standard and key word - generally these are supplied by the publisher but can be added using a Copia-supplied administrative tool by yourselves.

Copia also offers publicly available Common Core material and allows teacher and administrators to upload (and distribute to students) their own content - which can be identified by standard or keyword.

Copia's repository currently has several million titles and is infinitely extensible. Assuming the requisite number of textbooks approved by the Virginia BOE are available in ebook form there will be no problem ingesting them and making them available on the platform.

5.2 Purchasing		A
5.2.1	Does your Solution allow authorized users to browse and preview resources before purchase? If yes, please explain.	Y
5.2.2	Does your Solution accommodate different school divisions purchasing practices? If yes, please explain. <i>Example; some divisions may wish to pre-authorize teachers to download a certain number or monetary amount of materials. Others may wish to have only one point of contact who can conduct purchases on behalf of teachers.</i>	Y
5.2.3	Does your Solution permit the secure use of purchase orders and credit cards for purchases? If yes, please explain.	Y

5.2.4	Does your Solution include purchasing reports, that are accessible to all authorized users 24x7, detailing all purchases? If yes, please explain.	Y
5.2.5	Does your Solution allow authorized users to make purchases at any time during the year with the duration and scope of the licenses being made clear at the time of the purchases? If yes, please explain.	Y

5.2.6	Does your Solution allow authorized users to easily track materials they have purchased or have been assigned for their or their students' use? If yes, please explain.	Y
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B

All content may be browsed using Copia's powerful search and filtering technology. Drill-down to book detail pages allows users to read detailed descriptions and peruse additional book metadata. A feature allowing users to look inside the book and view a limited number of page is also available, subject to publisher permission.

Virtually any model is possible and has been implemented in one of Copia's existing custom education platforms. This includes pre-authorizing teachers with a budget, ordering through a district administrator or other point of contact and many other variations. Copia is committed to working with Virginia's individual school districts to learn their preferred purchasing models and to implement them on the VA system.

Copia supports both electronic and paper purchase orders and accepts all major credit cards for orders. Administrators can designate purchasing agents with different purchasing privileges, if required, limiting them to specific payment methods and budgets

Every content “acquisition” triggers tracking on all the constraints mentioned above (for example, how many devices to which a student actually downloaded the content.) We utilize a highly customizable reporting scheme that enables tracking by student, by school, by content supplier (publisher), by usage and by a variety of other criteria.

We also track in-book activities, such as comments (which content garnered the most in-book discussion, for example). We track by student time spent per book and per page, and we’ll be adding support for tracking progress in reading the book (e.g. did the student actually page through the entire book – and by when).

Much of this information is available not only through periodic reports but also through an intuitive administrative dashboard where the information is accurate in real-time.

Our system is highly adaptable to publisher contract models and “knows” the particular arrangement on a by-publisher basis so it can produce accurate sales reports with correct financial information – and this information is also available on a real-time dashboard basis.

Please see Supplement 5.2.5 for examples of some Copia reports

Yes. Users may leverage existing time and usages remaining on existing licenses or, if needed, purchase new licenses at any time. License terms may vary by publisher and often a choice of options is available but at all times, the options, their implications, terms and costs are clear and visible on the purchase page.

Authorized users have access to their own (or, optionally, their subordinates') purchase histories at all times. The system tracks and displays each license current assignment (or availability) as well as a full assignment history.

	5.3 Material	A	B
5.3.1	Does your Solution include the ability to store all authorized user created materials until the authorized user is once again connected to the Internet, when these materials can be uploaded? If yes, please explain.	Y	All content created within the Copia apps is stored locally and synchronized with the portal (for use by the same user on other devices, or, optionally, for sharing with other users) when the device has connectivity. No data is lost.
5.3.2	Does your Solution include the ability for teachers to assign materials, as needed, to different students? If yes, please explain.	Y	Teachers may allocate commercial content to students at any time subject to license availability (additional licenses can be purchased at any time). Teacher-contributed material can be uploaded and stored in the teacher's private content area and assigned to students on a per-class or individual basis at any time.

<p>5.3.3</p>	<p>Does your Solution include the ability to clearly track the use of materials so teachers know if they have purchased a license adequate to permit the intended use of any one resource? If yes, please explain.</p> <p><i>Note: This will enable teachers to assign materials to specific students and regain the use of those materials once the students are finished. Once used by a student, the materials should be released back into the general pool of a teacher's resources so that he or she may reassign those materials to other students</i></p>	<p>Y</p>	<p>When teachers search the catalog for content they see immediately, for each content item, current free license status (focusing on licenses available to them particularly, per rules set up by their district or school). They can then allocate content to students using available license or (subject to their purchasing privileges) buy additional licenses as necessary.</p> <p>Assignments to students revert at the end of a specified usage period, typically a semester. At the end of the semester content is removed from student access and, if the license is still in effect, it is returned to the pool. The pool can be either school or district wide, at the district's option. (Content can be manually returned to the pool if students drop a course, etc.)</p>
<p>5.3.4</p>	<p>Does your Solution include materials, that are clearly marked, that can be repurposed, modified, and/or shared by either a teacher or a student? If yes, please explain.</p>	<p>Y</p>	<p>All content that is non-DRM protected can be freely used in any fashion desired. DRM-free content is clearly marked as such.</p>
<p>5.3.5</p>	<p>Does your Solution include the ability to provide storage and support of student and teacher created materials? If yes, please explain.</p>	<p>Y</p>	<p>Teachers and students have private content areas where content they upload is stored. This material remains stored until deleted by the account holder or until the account is closed. The private content can be shared with others subject to rules that can be configured on a by-district basis.</p>

5.3.6	Does your Solution include the ability, depending on rights assigned by publishers, to delete materials when licensing rights expire? If yes, please explain.	Y	This process is automatic and does not require that the device containing the content be online. Students are warned a pre-configurable interval prior to content expiration so that they have an opportunity to complete any pending assignments using that content.
5.3.7	Does your Solution clearly indicate all material rights and expiration dates to the teacher, student, and administrators at various levels? If yes, please explain.	Y	This information appears on the book detail page (from which orders are placed) and also on the "shopping cart" order form prior to the order being finalized. Limits pertaining to number of devices, or total number of downloads available are also indicated, where relevant.
5.3.8	Does your Solution include the ability for a student created resource, which has full digital rights, to be able to be copied into a separate storage area (<i>such as an electronic portfolio</i>) where it may be kept indefinitely? If yes, please explain.	Y	Student created resources persist indefinitely in student accounts until explicitly deleted or the account closed. The content can be viewed by the student in his dashboard; it can be sorted, searched and filtered as well.
5.3.9	Does your Solution include the ability for notes and diagrams, created by a student, to stay in the student's account even when the material used is returned to the central pool of resources. If yes, please explain.	Y	<p>Student created annotations generally appear in book "margins" in the context they were originally created. However Copia recognizes that student access to the content may not persist indefinitely so the student created content also appears in the student's "notebook", a construct designed specifically for this purpose. Context-sensitive annotations are referenced to the content and position within the content they originally appeared.</p> <p>Notebook material persists until explicitly deleted by the student or the account closed.</p>

	5.4 Security	A	B
5.4.1	Does your Solution include an overview of the software and hardware security utilized by the system? If yes, please explain.	Y	See supplement 5.4.1 for Copia's security policies
5.4.2	Does your Solution include secure access, encrypted data and alert authentication? If yes, please explain.	Y	Copia meets the stringent PCI standard for data security. Password integrity is enforced and only passwords meeting security standards are accepted. Users are notified in the event of suspected unauthorized account access. Sensitive data is transmitted using SSL. Financial data (e.g. credit card information) is never stored on Copia servers.
5.4.3	Does your Solution include security audits along with the results of those audits? If yes, please explain.	Y	Copia performs periodic security audits, typically bi-annually, on each of its customized sites and the results of the audits, as well as any corrective action that may be required, is shared.
5.4.4	Does your Solution lockout access to the system after 3 failed login attempts, for a customer determined lockout periods? If yes, please describe how this is implemented. In addition, can an administrator override this lockout? If yes, please describe how this is implemented?	Y	Users are locked out after three unsuccessful login attempts for a pre-defined period, after which they may try again. If they are again locked out administrative intervention is required for the account to be reset. For security reasons this is typically handled by Copia's administrative staff. Account access is restored only after users satisfactorily verify their bona fides.

5.4.5	Does your Solution include the ability to provide authorized users a login and password so that the system is able to track usage and store comments attached to the resources. If yes, please explain.	Y	<p>Every content “acquisition” triggers tracking on all the constraints mentioned above (for example, how many devices to which a student actually downloaded the content.) We utilize a highly customizable reporting scheme that enables tracking by student, by school, by content supplier (publisher), by usage and by a variety of other criteria.</p> <p>We also track in-book activities, such as comments (which content garnered the most in-book discussion, for example). We track by student time spent per book and per page, and we’ll be adding support for tracking progress in reading the book (e.g. did the student actually page through the entire book – and by when).</p> <p>Much of this information is available not only through periodic reports but also through an intuitive administrative dashboard where the information is accurate in real-time.</p>
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5.5 Training & Support		A	B
5.5.1	Does your Solution include 24/7 technical support for authorized users? If yes, please explain.	Y	Copia's default support mechanism is via a web-based form available on our portal sites and through email. The support system functions 24/7; typical response time is under 4 hours. Other support options are available.
5.5.2	Does your Solution include training on system functionality? If yes, please explain.	Y	For training end-users (teachers, parents, students) a "train the trainer" approach is generally preferred. For training the trainers, as well as the administrators, Copia offers both remote and on-site training. On-site training includes two 3 hour training sessions per day. Typically two days are required and the trainer can train up to 15 individuals per class. Offsite training is handled via WebEx or similar product.

5.5.3	Does your Solution have experience working with k-12 education? If yes, please explain.	Y	<p>Copia has implemented several K12 portal solutions that are very similar to the Virginia model on both pilot and production basis. Our largest production version of this system is slated to support more than 24k students by September and the number will grow rapidly beyond that.</p> <p>Demo accounts on one or more of these systems are available upon request.</p> <p>K12 is Copia's primary market and receives the bulk of Copia's development dollars and marketing attention.</p>
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5.5.4	Does your Solution include 24/7/365 client support and live operator service, located in the United States? If yes, please explain and describe staffing levels.	Y	<p>Copia's default support mechanism is via a web-based form available on our portal sites and through email. The support system functions 24/7; typical response time is under 4 hours. Other support options, including live telephone support, are available.</p> <p>Copia utilizes remote support staff working from their locations of choice. Staff size is fluid, based on need; up to 400 support staff are available if needed at the present time. All are Americans with a US education and are vetted carefully, trained and experienced in dealing with typical school populations, including students, parents, teachers and administrators.</p>
5.5.5	Does your Solution include annual on-site training ? If yes, please explain.	Y	Training as described in 5.5.2 is available on an annual basis.
5.5.6	Does your Solution include user manuals? If yes, please explain.	Y	Copia provides a detailed FAQ tailored to your customized site as well as "how to" videos and other learning tools that, in our experience, are more effective in bringing students and teachers up to speed on the platform than traditional manuals.

5.5.7	Does your Solution include web based support, forums, FAQs, downloads, online help desks, online chat and list of supported devices and platforms. If yes, please explain.	Y	<p>Our portals all have a web-based support form, FAQs and downloadable learning material. A list of supported devices and platforms is provided on our applications page (see http://www.thecopia.com/about/applications.html for an example). Online chat is currently not supported but can be made available as an option if required.</p>
5.5.8	Does your Solution include customer events such as annual user group forums, regional user groups and technical advisory groups to provide collaborative environments for sharing ideas with fellow software users and the opportunity for the provider to refine and expand software products with customer-driven enhancements? If yes, please explain.	Y	<p>We do not currently have mass events of this nature but may do so in the future.</p> <p>Our relationship with all our clients is highly collaborative with frequent interactions on the current state of the site as well as on future directions. Copia's senior management is directly engaged in this process and are readily accessible to all Copia partners. Many of our current features are a direct result of input from our existing client base.</p>

Exhibit B- Fees, Licensed Service Charges

Item	Description	Units/Hours	Rates	Total
1	<p>Setup and customization charges: (defined as any customization required by school divisions to integrate these resources into existing content, learning management, and/or other legacy systems)</p>	Per district customization (from a to-be-agreed upon list of possible customizations) included in base fee. Additional customization billed at an hourly rate of \$150 .	\$5,000 base fee/ \$150 per hour	TBD
2	<p>Recurring charges: Virginia schools will pay a per-student annual subscription fee that allows teachers and students to access the entire range of books and other content available. The subscription fee will allow educators to assign as many books (or portions of books) to their students as they want, easily curating materials to meet students' diverse learning needs. Availability of content and full implementation of this model is subject to the terms and conditions of publisher agreements. Until such agreements are fully executed, the following conditions will apply:</p> <ol style="list-style-type: none"> 1) All textbook materials will be "bucketed" by grade level (materials that are suitable for multiple grade levels would be assigned to all applicable levels). 2) All textbook materials will be "bucketed" by subject. 3) All content will be available in full book form; some content will also be available as individual chapters, as permitted by the publishers. 4) Teachers or administrators will be able to assign content a la carte to students, drawing from available content for the appropriate grade level, one grade level up, or one grade level down. Non-grade level materials are limited to two books per student per semester. 5) Teachers or administrators will be limited to two books per subject area where whole books are selected, or 50 chapters per subject area where chapters are available and selected. 6) Up to five non-textbook titles can be selected from Copia's catalog (for additional reading, reading assignments, etc.). 7) In addition to what teachers/administrators select, students themselves, in middle school and above, can select their own content up to the maximums described above if they have not already been reached. 8) A substantial body of public domain and other free materials, including literature classics, etc., will be available to administrators, teachers, and students without restriction or additional cost. 9) Pricing is based on the body of state-approved materials listed at http://doe.virginia.gov/instruction/textbooks/index.shtml and Copia's understanding that the significant majority of materials ordered through Copia's portal will be drawn from that list. 10) Included in the "all you can eat" price are ebook content and related materials that are supplied in ebook form and bundled by the publishers in their ebook pricing. Non-ebook resources, such as web-based materials, that are separately priced by publishers are not included, though Copia can make them available through the portal on an a la carte basis at a competitive price subject to negotiation with the publishers. 	Per student registered in Copia, annually	<p>Grades 1-5: \$130 per student Grades 6-12: \$145 per student</p>	TBD
3	<p>User training charges: For training end-users (teachers, parents, students), a "train the trainer" approach is generally preferred. For training the trainers as well as the administrators, Copia offers both remote and on-site training.</p>	Three (3) training sessions will be offered at no cost in a train-the-trainer model. Each two-day training session will provide two, 3- hour sessions per day of training in the Copia system for up to 20 participants in each session at locations to be determined by the VDOE. School divisions may purchase additional training sessions directly at a rate of \$800 per day plus travel, billed at cost per the state travel guidelines. Web-based training sessions with the same time and enrollment conditions will be offered at a rate of \$500 a day.	\$800 for face-to-face training delivery/\$500 for Web-based training delivery	TBD
4	<p>Ongoing support charges: Web-based, e-mail, and help desk support for first-level administration of the program (teachers and administrators).</p>	First-level support is included as part of the base subscription package. Technical support required for local customization will be billed at an hourly rate as described above.		TBD

EXHIBIT C: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:



Printed Name:

Ben Lowinger

Organization:

Copia Interactive, LLC

Date:

April 10, 2014

[Sample]

EXHIBIT E**Service Provider's E-Commerce Service Provider Statement of Managed Services**

This Exhibit E - Service Provider's E-Commerce Service Provider order shall be incorporated in and governed by the terms of that certain Master "E-Commerce Service Provider" Managed Services Agreement by and between **[CUSTOMER NAME]** ("Customer") and **[OTHER PARTY NAME]** ("Service Provider") dated _____, as amended (the "Agreement"). Unless expressly provided for in this Exhibit E, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit E, the provisions contained in the Agreement shall prevail.

Services Description:	
Support Description:	
Training Description:	
Backup Requirements:	
Service Windows:	
Service Levels:	<p>Examples to consider:</p> <ul style="list-style-type: none"> Application Response Time Backup and Recovery Response Time Production Changes User Identification and Password Changes Support Response Time
Performance Credits for Missed Service Levels:	
Customer Resources:	
Service Provider Resources:	
Responsibilities, Deliverables, and/or Activities:	
Services Fees or Rate:	
Start Date:	
End Date:	
Additional Customer Requirements:	

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Start Date.

CUSTOMER NAME
("Customer")

Copia Interactive, LLC
("Service Provider")

By: _____

By: _____

Name: **FOR REFERENCE ONLY**

Name: **FOR REFERENCE ONLY**

Title: **FOR REFERENCE ONLY**

Title: **FOR REFERENCE ONLY**

Date:

Date: